



County of San Bernardino

FAS

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code BRENNES199	SC	Dept. A	Contract Number		
County Department Fleet Management		Dept. Orgn. VHS		Contractor's License No.		
County Department Contract Representative Roger Weaver, Director		Telephone 387-7872		Total Contract Amount \$6,638		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 06/15/04		Contract End Date 06/14/07		
Original Amount		Amendment Amount				
Fund ICB	Dept. VHS	Organization 321	Appr.	Obj/Rev Source 9880	GRC/PROJ/JOB No. 	
Amount \$75,000						
Fund ICB	Dept. VHS	Organization 311	Appr.	Obj/Rev Source 9880	GRC/PROJ/JOB No. 	
Amount \$151,619						
Fund ICB	Dept. VHS	Organization 323	Appr.	Obj/Rev Source 9880	GRC/PROJ/JOB No. 	
Amount \$35,210						
Project Name Credit Card Services			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			03/04	\$6,638	1	
			04/05	\$288,012	1	
			05/06	\$316,814	1	

CONTRACTOR Brennes-Jones Group, Inc.

Federal ID No. or Social Security No. 75-2714199-2

Contractor's Representative Donald Wolven, Petroleum Manager

Address 3667 Oro Bangor Hwy. Oroville CA 95966

Phone (800) 437-5425

Nature of Contract: *(Briefly describe the general terms of the contract)*

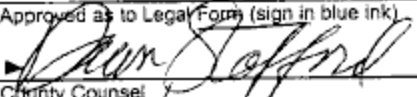


Service Description: This contract agreement will be utilized to contract with Brennes-Jones Group, Inc. for credit card processing services. Fleet Management Department will have the ability to sell all types of fuel, parts and services to non-County customers using credit cards. Brennes-Jones Group will be responsible for processing credit card transactions, billing customers, collecting payments and resolving credit card related issues that may arise. The vendor will remit revenues less applicable fees to the County monthly.

Period of Agreement: June 15, 2004 – June 14, 2007

Contract Type: Revenue (Fee for Service)

Financial Data: The total revenue received under this contract will vary based upon actual fuel, maintenance and repair services received and paid for via credit cards.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)  County Counsel	Reviewed as to Contract Compliance  Date	Presented to BOS for Signature  Department Head Date
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THIS IS NOT A CONTRACT
THIS IS A COVER
TRANSMITTAL ONLY

VOYAGER
DOCUMENTS
TO *SIGN*

THE BRENNES-JONES GROUP, INC. VOYAGER FLEET CARD AGREEMENT

This Agreement is entered into the day and date set forth below by and between The Brennes-Jones Group, Inc. 5440 Harvest Hill Road, Suite 103, Dallas, TX 75230 ("BJG") and the undersigned JAN BERNARDINO COUNTY FLEET MGMT located at 210 N. LENA ROAD SAN BERNARDINO CA 92415 ("Merchant"). In consideration of the mutual covenants herein, BJG and Merchant agree to the following terms and conditions.

1. **ACCEPTANCE OF VOYAGER CARDS.** Merchant agrees to promptly honor all valid and current Voyager Cards when properly presented as payment for merchandise or services by a cardholder ("Cardholder"). Merchant shall not establish minimum or maximum transaction amounts as a condition to honoring the Card, shall not impose any surcharge on transactions, shall not make cash advances, and shall collect any tax required in the total transaction amount and not separately in cash. Merchant agrees to display the service marks of Voyager Fleet Systems, Inc. and/or Voyager (hereinafter referred to as Voyager) in accordance with their respective rules and regulations. As used herein, the term "Card" shall refer to any Card of similar design licensed for use by Voyager. Neither this Agreement nor the provision of any material or information to Merchant pursuant to this Agreement constitutes any assignment, license, or other transfer of any mark, name, copyright, or other intellectual property of Voyager.

2. **AUTHORIZATION.** Merchant must receive authorization of each transaction from BJG using an electronic data terminal ("Terminal"). The Cardholder must present the Card and the Card must be swiped through the Terminal to entitle Merchant to receive payment under this Agreement. If the initial attempt to receive an authorization is declined, Merchant shall not attempt to receive a subsequent authorization. Authorization may be obtained by voice over the telephone only if the Terminal is not operating. There is a charge for voice authorizations. In the event BJG authorizes the transaction by voice, it will transmit an authorization code, which must be written on the Sales Draft.

3. **RECOVERY OF CARDS.** The Merchant shall use its best efforts, using peaceable means, to retain or recover any Card, if the Merchant is advised to retain the Card in response to an authorization inquiry, or if the Merchant has reasonable grounds to believe such Card is counterfeit, fraudulent or stolen.

4. **SALES DRAFT PROCEDURE.** Merchants will provide sales drafts ("Sales Drafts") to record transactions. The Merchant must date each Sales Draft, include a brief description of the merchandise and/or services sold and specify the price thereof (including any applicable taxes). The Merchant must compare the signature on the Sales Draft with the signature appearing on the Card. The Merchant agrees to emboss (imprint) the Sales Draft with the information on the Card. The Merchant must verify that the card has not expired. A Sales Draft generated by an electronic printer as the Card is swiped through a Terminal connected to the printer will be accepted as an embossed or imprinted Sales Draft. Merchant must obtain the Cardholder's signature on the Sales Draft whether it is embossed or electronically printed. If the Card information cannot be read by the Terminal and must be manually entered, the Sales Draft must be embossed manually. The Sales Draft should include the total cash price of the sale and the cash price for each item, the authorization code, and any additional information BJG reasonably requires. The Merchant shall deliver to the Cardholder a true and complete copy of the Sales Draft at the time of delivery of goods or performance of services. In order to prove that the Sales Draft has been properly completed, Merchant agrees to retain a copy of the Sales Draft, other than the copy given to Cardholder, for a period of at least three years after the date of the transaction, unless otherwise required by BJG. At the request of BJG, Merchant shall deliver to BJG the Merchant's copy of any Sales Draft so requested, according to the procedures set by BJG. In the event that Merchant fails to deliver such Sales Draft, merchant shall be liable to BJG for damages incurred by BJG, such as charge backs, which result from the failure to retain Sales Drafts. Merchant shall not prepare any sales draft that duplicates or includes any amount encompassed within another transaction.

5. **PAYMENT.** BJG will pay merchant through the automated clearing house ("ACH") system for all authorized transactions. As payment for its services, BJG will deduct charges from the authorized transactions as set out on Schedule 2 (BJG Merchant Registration form). Charges will include a daily ACH transaction fee. Merchant must reconcile transactions monthly with BJG, and Merchant hereby waives the right to collect for any transaction not reconciled within 60 days of the date of the transaction. BJG shall not increase the fees and charges Priced in the Merchant Data Sheet except at the expiration of a term of the Agreement, except that BJG shall be entitled to increase fees and charges at any time and pass them through to merchant to offset direct increases to BJG in the costs of providing the services hereunder to the extent changes in the Rules of Voyager, fees or operation procedures of card issuers, card networks or federal, state or local governmental authority results in such cost increase. Any such increases shall become effective on the date BJG notifies Merchant of such increases in writing. The receipt of such notice shall be deemed to constitute an amendment to this Agreement.

6. **RETURNED MERCHANDISE.** If any merchandise is accepted for return or any services are terminated or canceled, or any price adjustment is allowed by the Merchant the Merchant shall not make any cash refund to the customer or issue a credit to any other card but shall issue promptly to BJG via use Terminal for deposit a credit voucher evidencing such refund or adjustment. The refund or adjustment indicated by the credit voucher may not exceed the original transaction amount. Merchant shall not accept any payments from customer for merchandise and/or services if the purchase has been transmitted to BJG via the Terminal. Any such remittance, which is inadvertently received by Merchant, will be segregated and promptly delivered to BJG properly endorsed or signed, or the Merchant shall prepare a Credit Voucher on the Terminal for the purpose of affecting a deposit to the Cardholder's account.

7. **WARRANTIES AND REPRESENTATIONS.** Merchant agrees that it will become familiar with, be bound and abide by the rules and procedures of Voyager and Merchant further warrants and represents, to the best of its knowledge, that each Sales Draft prepared and each transaction transmitted to BJG represents a valid, legally binding obligation for the amount set forth therein, the transaction is not subject to any disputes, set offs, or counterclaims, is valid in form unaltered and complete on its face in accordance with instructions described above, is signed by Cardholder to whom Merchant has actually sold the merchandise or services on the date thereof; that the Sales Draft was personally signed by Cardholder and the signature corresponds with the signature on the Card, that all statements on the Sales Drafts are true, that Merchant has no knowledge which would impair the validity of the Sales Draft, that the Merchant has performed all of its obligations with respect to the sales transaction, that the sale does not involve any element of credit except to sell the merchandise or service and there have been no service, carrying or any special charges or any special agreements, conditions, other additional consideration or securities extracted in connection with the sale. Merchant warrants that merchandise has been delivered and/or services rendered to the Cardholder in satisfaction of the underlying obligation. Merchant represents and acknowledges that monies received by BJG for payment to Merchant are not the property of Merchant until actually delivered to Merchant. Each party warrants that all proprietary information disclosed by either party to the other in connection with this Agreement shall be held in confidence and protected by the recipient party from disclosure to others and further warrants that it will not be copied or used in any way other than as specifically authorized in this Agreement.

8. **PRICING AND FEES.** Merchant agrees to pay all fees associated with BJG Merchant account in accordance with Schedule 2 (Merchant Enrollment) of said agreement.

9. **CHARGEBACKS.** Merchant authorizes BJG to charge back any transaction which breaches the terms of this Agreement and/or the rules and procedures of Voyager. Transactions that have been charged back and not re-presented may not be reauthorized. Notification of chargebacks from BJG will be given to Merchant by requesting an original receipt of the transaction from Merchant. Chargebacks may be debited from any account identified herein or in any other agreement between Merchant and BJG.

MERCHANT SERVICES AGREEMENT
FACILITATED BY MONERIS SOLUTIONS, INC.

This Merchant Agreement ("Agreement") is entered into between Harris Trust and Savings Bank ("Bank," "us," "we," or "our") and the undersigned Merchant ("Merchant," "you," or "your") in consideration of mutual promises. Bank and Merchant are independent parties contracting for services and neither is an agent, partner or joint venturer of the other. The services of Bank (other than funds settlement and transfer) are provided through MONERIS SOLUTIONS, INC., a Delaware corporation and member service provider to the Bank.

INTRODUCTION

Merchant is engaged in the business of providing goods and/or services to customers and desires to accept credit and/or debit cards ("Cards") bearing the name and logo of the Visa® or MasterCard® credit card associations or the issuer of any other Card of any association or network (collectively, the "Card Associations") that Bank authorizes Merchant to accept as a means of payment for those goods and/or services. Bank is engaged in the business of providing for a fee electronic debit and credit card authorization, processing, data capture, deposit, clearing and settlement services.

Merchant agrees to honor all valid Cards without discrimination and submit at the close of each business day all valid sales and credit slips ("Items") for Card transactions for its business exclusively to Bank, according to the following terms and conditions, to which Bank and Merchant agree:

1. OPERATING MANUAL

Merchant has received and reviewed an Operating Manual and other Attachments from Bank. These Attachments are a part of this Agreement. Bank and Merchant agree to the terms and conditions in the Operating Manual. For example, the Operating Manual contains a description of Items subject to chargeback, certain promises and responsibilities of Merchant and other terms and conditions related to the processing of Card transactions, such as Merchant examining all Cards, obtaining authorization (for example, by "swiping" each Card) and obtaining authorization numbers for all Card transactions, and handling special situations (such as cardholder identification, sales without Cards, recovery of Cards upon request, returns and credits and recurring transactions). Transactions for any non-face-to-face transaction (e.g., Internet, mail, telephone and pre-authorized orders) are subject to special requirements specified in the Operating Manual. Merchant may not impose minimum or maximum amounts or surcharges for any Card transaction which are not imposed generally to its customer, for non-Card transactions.

2. PROCESSING, SETTLEMENT AND OTHER SERVICES

Unless agreed by Bank in writing, Card transactions will be processed through Card Association networks via electronic authorization and data capture methods. Unless otherwise agreed by Bank, Merchant will balance and settle each terminal every business day. Transactions at one location may not be processed through a terminal at another location. Merchant must be equipped with properly installed and programmed terminals or other equipment capable of transmitting, receiving and communicating Card transaction data. If Merchant provides software or equipment or utilizes third party system vendors, Merchant is solely responsible for all aspects of compatibility, installation, operation and systems integrations that will comply with the Operating Regulations and Bank's processing requirements. If required, Merchant has directly entered into a separate agreement with any Card Association(s) which allows Merchant to accept and process Card transactions. For all Card transactions (including debit cards, travel vouchers or lodging reservation service), the terms and conditions of all rules and regulations of Card Associations (the "Operating Regulations") and the Operating Manual apply. Merchant agrees to those terms.

3. ADVERTISING AND PROMOTION

Unless waived by a Card Association or Bank, you agree to adequately display the most current Card emblems, decals and other materials to inform the public that a Card(s) will be honored as required by the Operating Regulations. You shall only indicate that Cards are accepted and shall not indicate that any Card Association endorses your merchandise or services. While this Agreement is in effect, you shall make no other use of the emblems or marks of any Card Association or the Bank without our prior written consent. Any use of these emblems or marks will be in compliance with the Operating Regulations and specifications of the Card Associations and/or Bank. You will immediately discontinue use thereof upon direction of the Bank, or any Card Association and upon termination of this Agreement.

4. ACCOUNTS

Settlement Account. You agree to designate and maintain an account (the "Settlement Account") which accepts automated clearing house ("ACH") transfers (which does not have to be a separate account, but may be commingled) with a balance of available funds sufficient to accommodate your obligations under this Agreement, either with us, or at an institution acceptable to us. If there are not sufficient available funds in the Settlement Account to cover your obligations, we may make deductions from payments due you from transactions. You agree to promptly pay us on demand for all amounts owed under this Agreement.

Reserve Account. At any time and for any reason (including termination of this Agreement, unauthorized transactions, cessation of business, insolvency, excessive chargebacks, suspected or actual fraud, or competing claims), without giving prior notice, we reserve the right to require, and you agree to deposit and maintain such non-interest bearing accounts, additional funds or other security as we may require with us (which we may commingle with other funds), or at our sole discretion at a financial institution designated by us, in a reserve account (the "Reserve Account") to be funded as specified by Bank, but within three (3) days, in amounts and upon such terms as determined by us in our sole discretion. In instances of unauthorized transactions, suspected or actual fraud or termination for cause, such Reserve Account funding may be immediate. We may also fund the Reserve Account with deductions from payments due you from transactions or by a charge against the Settlement Account or any other account. We will hold or be entitled to the funds in the Reserve Account until such time as we are satisfied that you have no further obligations under this Agreement. Your failure to fund the Reserve Account will result in immediate termination of this Agreement.

5. PROVISIONS APPLICABLE TO ALL ACCOUNTS

This Agreement and you authorize us to initiate and make deposits and withdrawals from any account which may be electronically transmitted or through an ACH or to delay or place holds on any amounts in such accounts in order to protect any of our rights and to obtain payment of any amount due us under this Agreement, including fees, charges and discounts without any further notice or demand. You will confirm to any institution holding any account the existence of this authorization and direct them to comply with our directions and you will not change any such confirmation or direction without our prior written consent. Any such confirmation, direction or authorization will remain in effect for at least 180 days after termination of this Agreement, or in our discretion, longer. We may, without notice, delay or stop making payments to you, set off, retain or otherwise hold (or direct your financial institution to place a hold) on any funds to protect ourselves against losses. Chargebacks, any amounts due or to become due under this Agreement, or based on your financial condition or in the event you submit transactions which are not authorized, do not conform to this Agreement, the Operating Manual, the Operating Regulations or applicable law including transactions subject to verification by any Card Association or cardholder. You agree that Bank will not be liable for any losses either direct or indirect due to holding of funds, suspension of processing, termination of this Agreement or any dishonor of any item as a result of these actions. You agree to promptly notify us of any discrepancy within 10 days of receipt of any statement regarding your accounts. Any account is subject to review, verification, acceptance and audit by Bank. Bank may return items to you for correction.

YOU GRANT BANK A LIEN AND SECURITY INTEREST IN THE SETTLEMENT ACCOUNT, THE RESERVE ACCOUNT, ALL ITEMS (INCLUDING FUTURE ITEMS), ANY RIGHTS TO RECEIVE CREDITS OR PAYMENTS UNDER THIS AGREEMENT AND ALL DEPOSITS AND OTHER PROPERTY OF YOURS THAT BANK OR ITS AFFILIATES MAINTAIN (INCLUDING THE PROCEEDS THEREOF), AND YOU WILL EXECUTE, DELIVER AND PAY THE FEES FOR ANY DOCUMENTS WE REQUEST TO CREATE, PERFECT, MAINTAIN AND ENFORCE THIS SECURITY INTEREST. TO THE EXTENT PERMITTED BY LAW, YOU IRREVOCABLY AUTHORIZE BANK TO EXECUTE ANY FINANCING STATEMENTS OR OTHER DOCUMENTS NECESSARY RELATED TO THIS SECURITY INTEREST. Merchant represents and warrants that no other person or entity has a security interest therein and that this security interest secures your obligations to us under this Agreement. Bank shall have all rights of a secured party and Merchant must obtain the prior written consent of Bank before granting any subsequent security interest. Merchant agrees that these accounts and secured property shall not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law.

6. CHARGEBACKS

We shall have the right, at any time and without notice, to charge back to you, and deduct, withdraw or set-off from payments due you from transactions or from the Settlement Account, the Reserve Account, any other account or from amounts due you, for the full amount of any item designated by Bank or a Card Association or Card issuing bank which fails to meet the requirements of this Agreement, the Operating Manual, the Operating Regulations or applicable law ("Chargeback"). You agree to pay the amount of any Chargeback and the costs and expenses of the Bank (including investigations, retrieval and legal fees and costs) related to any item subject to (i) legal process (including reproduction of records), (ii) a bankruptcy or insolvency proceeding or (iii) Chargeback. If Bank or any Card Association determines or suspects any item to be questionable, it is subject to Chargeback. Bank shall retain any discount or fee related to a Chargeback transaction. Disputes relating to Chargebacks shall be governed by the Operating Regulations, including your obligation to provide required documentation.

Merchant agrees to obtain authorization for all Card transactions. Merchant acknowledges and agrees that authorization for a Card transaction (i) indicates only the availability of credit at the time of the authorization, (ii) does not warrant that the person presenting the Card is the rightful cardholder, and (iii) is not an unconditional guaranty by Bank that any Card transaction will not be subject to Chargeback.

7. MERCHANT INDEMNITY

In addition to any other indemnities in this Agreement (including the Operating Manual) or in the Operating Regulations, you agree to indemnify, defend and hold us and our affiliates (including officers, directors, employees, attorneys,

acquired during the applicable preceding period. Where Bank charges a fee on a per item (whether sales or credit) basis, the fee will be based on the applicable fee multiplied by the number of transactions. Where Bank charges a fee based on a discount rate, the face amount of transactions is multiplied by the discount rate to determine the applicable fee. Fees shall become due and accrue at the time the item is submitted to Bank by Merchant. For any fees or discounts based upon qualifications (including interchange charged by Card Associations) or anticipated volume (or other conditions) if such qualifications, volume (or condition) is not met, you will be charged the applicable rate for the actual qualification (including interchange charged by Card Associations) volume (or condition). Bank may delay payment as provided in Section 5 of this Agreement.

11. ASSOCIATION REGULATIONS

You agree to be bound by the requirements and terms of the Operating Manual and Operating Regulations of all applicable Card Associations, as amended from time to time. Copies may be reviewed at the Bank's offices. Bank is authorized to inform any Card Association or other relevant party if this Agreement is terminated for cause. Merchant understands that the Card Associations publish a list of names (including principals) of merchants terminated for cause. Merchant agrees to indemnify Bank (pursuant to the provisions hereof) and any Card Association from any and all claims which Merchant or any other person may have as a result of being placed on any such list. Merchant warrants that it has not been placed on any such list previously. You agree to retain and retrieve records as required by the Operating Manual and Operating Regulations and allow us to examine them. If the Bank sponsors you into any debit Card program, such sponsorship shall extend only as long as the term of this Agreement.

12. CONFIDENTIALITY

You agree to keep confidential (and store in a secured area with limited access) and will not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to you, or any account information (including account numbers) related to Cards or cardholders for any purpose other than performing your obligations under this Agreement. Merchant shall not retain or store magnetic stripe data after a transaction has been authorized. If Merchant stores any electronically captured signature of a cardholder, Merchant may not reproduce such signature except upon specific request of Bank. In addition, Merchant shall not disclose to any third party and shall retain in strictest confidence all information and data belonging to or relating to the business of Bank (including without limitation, the terms of this Agreement), and shall safeguard such information and data by using the same degree of care that Merchant uses to protect its own confidential information. You shall not use our name or marks without our prior written consent and if consented to, you shall obtain no right in our names or marks. You authorize us and we may obtain from and share with others all financial, credit, sales, experience and other information about you with out affiliates and as otherwise allowed by applicable law.

13. BANK LIABILITY

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTION TAKEN BY BANK (OR THE RESULTS THEREOF) WHICH IS AUTHORIZED BY THIS AGREEMENT. BANK MAKES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, BANK DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BANK MAY UTILIZE SYSTEMS OF OTHERS, INCLUDING CARD ASSOCIATIONS. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INFORMATION PROVIDED BY OTHERS OR FOR THE USE OF ANY SYSTEM OR EQUIPMENT OF BANK OR OTHERS OR FOR ANY CIRCUMSTANCES BEYOND ITS CONTROL. BANK SHALL NOT BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND EXCLUSIVE LIABILITY OF BANK AND REMEDY OF MERCHANT HEREUNDER SHALL BE GENERAL MONEY DAMAGES FOR WILLFUL MISCONDUCT NOT TO EXCEED THE AMOUNT OF THE ITEM SUBJECT TO CLAIM OR DISPUTE, REGARDLESS OF THE CHARACTERIZATION OF SUCH ACTION.

Any unilateral alteration or modification to the pre-printed form of this Agreement has no effect and at the Bank's discretion, may render this Agreement invalid. The authorized officials of Merchant and Bank have read this Agreement and agree to all its terms, including the Operating Manual.

MERCHANT: SAN BERNARDINO COUNTY FLEET MANAGEMENT DEPT.

BY _____
Name ROGER WEAVER
Title DIRECTOR

Address: 210 N. LENA ROAD
SAN BERNARDINO, CA 92415

Accepted at Buffalo Grove, Illinois this 16 day of April, 2004 (the "Effective Date").

HARRIS TRUST AND SAVING BANK
By [Signature]
Its: Authorized Representative

Telephone: _____
Facsimile: _____

14. SYSTEM TERMS

You agree to use terminals and related software systems or equipment acceptable to us. You may, but are not obligated to obtain equipment from us. If you do, you agree to pay the fees specified in the Schedule of Fees for such equipment and accept the terms stated in the Operating Manual with respect to the equipment. You authorize us to make payment for any equipment utilized by you to us, any other seller or lessor through ACH deduction from the Settlement Account.

15. EXCLUSIVITY

During the term of this Agreement, you will not engage or use any other Visa or MasterCard Card processor or servicer in the United States, except Bank, and Bank shall be the sole provider of the types of services provided hereunder for all locations of Merchant.

16. WAIVER OF JURY TRIAL / JURISDICTION

BANK AND MERCHANT HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION CONCERNING ANY RIGHTS UNDER THIS AGREEMENT. BANK AND MERCHANT HEREBY AGREE THAT AND CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTES HEREUNDER SHALL BE AN APPROPRIATE FEDERAL OR STATE COURT LOCATED IN CHICAGO, ILLINOIS.

17. FORCE MAJEURE

The parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

18. WAIVER OF PERSONAL SERVICE AND ACCEPTANCE OF SERVICE BY MAIL

The Merchant hereby waives personal service of any and all process and agrees and consents that all such service of process may be made by certified mail, return receipt requested directed to the undersigned officer or owner of Merchant, as the case may be, or to Merchant's registered agent and agrees that service of process so made shall be complete upon mailing by Bank or Bank's attorney.

19. ATTACHMENTS

The following Attachments are expressly made a part of this Agreement as if fully set forth:

- ☒ Operating Manual
- ☐ Debit Card Processing - Interlink/Maestro
- ☐ Debit Card Processing - Cash Station or Explore
- ☐ Gratuity and Hotel/Motel Procedures
- ☒ Other: Schedule of Rates & Fees

acquired during the applicable preceding period. Where Bank charges a fee on a per item (whether sales or credit) basis, the fee will be based on the applicable fee multiplied by the number of transactions. Where Bank charges a fee based on a discount rate, the face amount of transactions is multiplied by the discount rate to determine the applicable fee. Fees shall become due and accrue at the time the item is submitted to Bank by Merchant. For any fees or discounts based upon qualifications (including interchange charged by Card Associations) or anticipated volume (or other conditions) if such qualifications, volume (or condition) is not met, you will be charged the applicable rate for the actual qualification (including interchange charged by Card Associations) volume (or condition). Bank may delay payment as provided in Section 5 of this Agreement.

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You agree to be bound by the requirements and terms of the Operating Manual and Operating Regulations of all applicable Card Associations, as amended from time to time. Copies may be reviewed at the Bank's offices. Bank is authorized to inform any Card Association or other relevant party if this Agreement is terminated for cause. Merchant understands that the Card Associations publish a list of names (including principals) of merchants terminated for cause. Merchant agrees to indemnify Bank (pursuant to the provisions hereof) and any Card Association from any and all claims which Merchant or any other person may have as a result of being placed on any such list. Merchant warrants that it has not been placed on any such list previously. You agree to retain and retrieve records as required by the Operating Manual and Operating Regulations and allow us to examine them. If the Bank announces you into any debit card program, such announcement shall extend only as long as the term of this Agreement.

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BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTION TAKEN BY BANK (OR THE RESULTS THEREOF) WHICH IS AUTHORIZED BY THIS AGREEMENT. BANK MAKES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, BANK DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BANK MAY UTILIZE SYSTEMS OF OTHERS, INCLUDING CARD ASSOCIATIONS. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INFORMATION PROVIDED BY OTHERS OR FOR THE USE OF ANY SYSTEM OR EQUIPMENT OF BANK OR OTHERS OR FOR ANY CIRCUMSTANCES BEYOND ITS CONTROL. BANK SHALL NOT BE LIABLE FOR LOSS OF PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND EXCLUSIVE LIABILITY OF BANK AND REMEDY OF MERCHANT HEREUNDER SHALL BE GENERAL MONEY DAMAGES FOR WILLFUL MISCONDUCT NOT TO EXCEED THE AMOUNT OF THE ITEM SUBJECT TO CLAIM OR DISPUTE, REGARDLESS OF THE CHARACTERIZATION OF SUCH ACTION.

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MERCHANT: SAN BERNARDINO COUNTY FLEET MANAGEMENT DEPT.

BY _____
Name: ROGER WEAVER
Title: DIRECTOR

Address: 210 N. LENA ROAD
SAN BERNARDINO, CA 92415

Accepted at Buffalo Grove, Illinois this _____ day of _____

HARRIS TRUST AND SAVINGS BANK:

By _____

Its: Authorized Representative

Telephone:

Facsimile:

The Brenner Jones Group, Inc.

[Signature]
By _____

14. SYSTEM TERMS

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During the term of this Agreement, you will not engage or use any other Visa or MasterCard Card processor or service in the United States, except Bank, and Bank shall be the sole provider of the types of services provided hereunder for all locations of Merchant.

16. WAIVER OF JURY TRIAL (JURISDICTION)

BANK AND MERCHANT HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION CONCERNING ANY RIGHTS UNDER THIS AGREEMENT. BANK AND MERCHANT HEREBY AGREE THAT AND CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTES HEREUNDER SHALL BE AN APPROPRIATE FEDERAL OR STATE COURT LOCATED IN CHICAGO, ILLINOIS.

17. FORCE MAJEURE

The parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

18. WAIVER OF PERSONAL SERVICE AND ACCEPTANCE OF SERVICE BY MAIL

The Merchant hereby waives personal service of any and all process and agrees and consents that all such service of process may be made by certified mail, return receipt requested directed to the undersigned officer or owner of Merchant, as the case may be, or to Merchant's registered agent and agrees that service of process so made shall be complete upon mailing by Bank or Bank's attorney.

19. ATTACHMENTS

The following Attachments are expressly made a part of this Agreement as if fully set forth:

X Operating Manual

Debit Card Processing - Interlink/Maestro

___ Debit Card Processing - Cash Station or Explore

___ Gratuity and Hotel/Motel Procedures

X Other: Schedule of Rates & Fees

(the "Effective Date").

Date

4-2-2004

The Brennes-Jones Group / Voyager, ACH Agreement

Merchant Name: Fleet Management Dept.

Merchant # _____

Legal Name: San Bernardino County Fleet Management Dept.

Personal, Money Market or Saving Accounts not acceptable

VOIDED CHECK
(staple)

Business Checking only

ACH - AUTHORIZATION FOR FUNDS TRANSFER

NAME OF BANK: Bank of America

CITY: San Bernardino

STATE: CA

Bank Phone # 909-381-2494

TRANSFER/ROUTING/ABA# 122-000-661

ACCOUNT # 0196209220

(Authorization signatures for any changes or additions below)

CERTIFICATION / RESOLUTION

Merchant Legal Name: San Bernardino County Fleet Management Dept. is a type of entity ☒ Corporation, ☐ Partnership, ☐ Sole Proprietorship ☐ LLC (check one) that is duly ☐ organized, ☐ authorized, ☒ incorporated (check one) under the laws of the state of CA and is ☐ privately, ☒ publicly (check one) held.

I am duly authorized and empowered to execute this agreement on behalf of the Merchant and all necessary approvals and resolutions have been duly made by the ☐ owner(s), ☐ general partner(s), ☐ members/board of directors (check one) of the Merchant and such approvals and resolutions as well as this Agreement, comply with any and all articles, bylaws and operating agreements of the Merchant and the laws and statutes of the above state.

Resolved: The BJG may rely on the authority granted in this certificate until it receives actual notice of any changes hereto, but receipt of such notice shall not affect any action taken by the Bank in reliance on this certificate prior to that time.

Resolved: Merchant authorizes BJG, credit bureau or other investigative agency employed by BJG to investigate the references given or any principal for the purpose of this application

Resolved: Merchant hereby authorizes BJG, in accordance with this Agreement, to initiate debit/credit entries to Merchant's deposit account. This authority is to remain in full force and effect until (a) BJG has received written notification from Merchant of its termination, in such a manner as to afford BJG reasonable opportunity to act, (b) all obligations of Merchant to BJG that have arisen under this Agreement have been paid in full.

Resolved: Merchant agrees to the terms of the VOYAGER FLEETCARD AGREEMENT and acknowledges receiving a copy of Schedule 1 and Schedule 2 (including Rates and Fees) and is in acceptance of terms as attested to by Merchant's signature.

AGREED AND ACCEPTED

The following are titles, names and genuine signatures of the persons authorized by this certificate:

X Signature _____ Date _____ Print Name: Roger Weaver Title: Director

X Signature _____ Date _____ Print Name: Title:

The Brennes-Jones Group, Inc. By Antonia Brennes Title President Date 4-1-04

PERSONAL GUARANTY

To induce and in consideration of BJG's acceptance of the VOYAGER FLEETCARD AGREEMENT, the undersigned unconditionally guarantees performance of the Merchant's obligations under this VOYAGER FLEETCARD AGREEMENT and payment of all sums due thereafter. In the event of default, undersigned hereby waives Notice of Default and agrees to indemnify BJG for any and all funds due from the Merchant pursuant to the terms of this Agreement.

X Signed N/A, an individual

Print Name: Roger Weaver

Date: _____

SCHEDULE 2

BJG / Voyager Merchant Enrollment

Date: 2/13/2004

DBA Name LENA RD. (COUNTY MAIN YARD) #1

Address 210 N. LENA ROAD

City SAN BERNARDINO

State CA

Zip Code 92415

E-Mail: dparsons@fltm.sbcounty.gov

Bank Routing # 122-000-661

Bank Acct#: 0196209220

Site Phone: 909-387-7870

Corp. Phone: _____

Fax: 909-387-7888

VOYAGER SET-UP FEE: This Initial Location: \$20.00 Additional Locations? Y ☒ N ☐
 Additional Locations: 13 X \$10.00 = \$130.00
 Statement Fee: \$10.00 Discount Rate: 3.25% Transaction Fee: \$0.15 Chargeback Fee: \$ 15.00

Country Code: _____

County Code: _____

State Code: _____

City Code: _____

Tax Indicators

Please indicate if the merchant listed above is participating in a tax program Y ☐ N ☒

if you replied yes above, please complete the following section by indicating- either yes or no to each.

Federal Gas: Y ☐ N ☐

Federal Diesel: Y ☐ N ☐

State Fuel Excise: Y ☐ N ☐

State Diesel Excis Y ☐ N ☐

State Sec. Fuel: Y ☐ N ☐

County: Y ☐ N ☐

City: Y ☐ N ☐

State as shown: Y ☐ N ☐

Service Indicators

(If unknown, please leave blank)

Aviation: Y ☐ N ☒

Marine: Y ☐ N ☒

24 Hour: Y ☒ N ☐

Maintenance Y ☒ N ☐

Collision Repair: Y ☐ N ☒

Motor Fuel: Y ☐ N ☒

Diesel: Y ☐ N ☒

CNG: Y ☐ N ☒

Propane: Y ☐ N ☒

Ethanol: Y ☐ N ☒

Methanol: Y ☐ N ☒

Other Alt. Fuel: Y ☐ N ☒

1057 Status: Y ☐ N ☐

1 099 Status: Y ☐ N ☐

8A Status: Y ☐ N ☐

Pay at the Pump: Y ☒ N ☐

Car Wash: Y ☐ N ☒

Debit Cards: Y ☒ N ☐

Smart Cards: Y ☐ N ☒

Radio Freq. Reader: Y ☐ N ☒

Other Payment Tech: Y ☐ N ☒

Wholesaler Account Number: _____

BY SIGNING THIS REGISTRATION ENROLLMENT FORM, MERCHANT ACKNOWLEDGES AND AGREES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT, AND ACCEPTS ALL RATES AS SET FORTH ABOVE.

MERCHANT: SAN BERNARDINO COUNTY FLEET MANAGEMENT

ADS T. I. D. _____

BY: _____

Date _____

PRINT NAME: ROGER WEAVER

TITLE: DIRECTOR

Statements will be sent via e-mail ONLY. You MUST supply an e-mail address.

CHARGE-IT SYSTEM MERCHANT APPLICATION

BUSINESS INFORMATION

Legal Business Name: San Bernardino County Fleet Management Dept.		Taxpayer ID# (9 digits): 95-6002748	
DBA Name: Fleet Management Dept. (14 locations)		Phone No: 909-387-7870	
Address: 210 N. Lena Road		Fax#: 909-387-7888	
City: San Bernardino State: CA Zip: 92415		Country: <input type="checkbox"/> USA <input type="checkbox"/> Canada	
Mailing Address: 210 N. Lena Road, Bldg. 1 City: San Bernardino State: CA Zip: 92415			
Type of Business (Describe in detail what are your products and/or Services): Fuel / Service <input checked="" type="checkbox"/> Product <input checked="" type="checkbox"/> Service			
Annual Bankcard Volume: \$2.5 Million (all sites)	Average Ticket Size: \$20.00	Percent of Business Where Cardholder Is Not Present: <input checked="" type="checkbox"/> %	Years in Business Under Current Ownership: 30+
Type of Ownership: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Not For Profit <input checked="" type="checkbox"/> Other: GOVT. ___			
Type of Location: <input type="checkbox"/> Retail Store <input type="checkbox"/> Warehouse <input type="checkbox"/> Shows/Conventions <input type="checkbox"/> Out of Home <input type="checkbox"/> Kiosk <input type="checkbox"/> Commercial Bldg. <input type="checkbox"/> Other: ___			
Business Premises: <input type="checkbox"/> Own <input type="checkbox"/> Rent/Lease <input type="checkbox"/> Other: ___		Lease/Mortgage Expiration Date: N/A	

PRINCIPAL INFORMATION

Name (1): Roger Weaver	Title: Director	Percentage Ownership N/A %	
Social Security #: N/A	Date of Birth: N/A	Home Phone: N/A	
Home Address: N/A	City: N/A	State: N/A	Zip Code: N/A
Previous Employment (If less than 1 year at current employer)	How Long?	Title:	Type of Business:
Name (2):	Title:	Percentage Ownership %	
Social Security #:	Date of Birth:	Home Phone:	
Home Address:	City:	State:	Zip Code:
Previous Employment (If less than 1 year at current employer)	How Long?	Title:	Type of Business:
Has the Company or any principal or owner ever filed for Bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Name Filed Under: Reason:			
Type of Bankruptcy:	When Filed:	Date Discharged:	

REFERENCES

Bank Reference: Bank of America Address: 303 N. D Street San Bernardino, CA 92401	Phone: 909-381-2494 Contact: Anyone
Current Bankcard Processor: None How Long: N/A	Reason For Leaving? N/A

SIGNATURES

All of the information furnished on this application is to the best of my/our knowledge true, complete and accurate. This applicant authorizes "Bank" (as defined in the Merchant Services Agreement) or its agent, to obtain and verify any financial, credit, and other information about the applicant and its principals from whatever source it chooses, to furnish information about applicant and its principals to others including affiliates, independent contractors, and credit reporting agencies, and to retain this application whether or not it is approved. Applicant represents and warrants that a previous credit card processor has not terminated it. If accepted for participation applicant will advise Bank of any changes to the information contained in this application.

Applicant Signature (1)	Date:	Applicant Signature (2)	Date:
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WRIGHT
EXPRESS
DOCUMENTS
TO *SIGN*

WRIGHT EXPRESS® MERCHANT CHARGE CARD AGREEMENT APPLICATION

Please read the following before completing this form: 1) The undersigned merchant ("Merchant") represents that the information given in this application is complete and accurate and authorizes Wright Express LLC and Wright Express Financial Services Corporation (hereinafter collectively referred to as "Wright Express") to check with credit reporting agencies, credit references, and other sources to confirm information given; 2) Merchant agrees to provide additional financial information to Wright Express upon request; 3) Merchant requests approval of this Wright Express Merchant Charge Card Agreement Application ("Application"); 4) Merchant agrees to the terms and conditions set forth in the Wright Express Merchant Charge Card Agreement ("Agreement") provided with this Application and incorporated herein by reference; 5) If this application is for a general partnership or a proprietorship, Wright Express may obtain and use personal credit information (including consumer reports from consumer reporting agencies) about the individual partners or owners of the Merchant in making a credit decision, and in the administration of this program, to the extent permitted by law; 6) Merchant agrees that in the event the Merchant does not meet its obligations pursuant to the Agreement, Wright Express may report the Merchant's liability (as well as any general partner or proprietor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

SECTION 1 - BUSINESS INFORMATION

Site Name (DBA or AKA) Please use location form for additional sites Lena Rd. (County Main Yard) #1		Station Manager / Contact Roger Weaver	
Physical Address for site directory (number and street) 210 N. Lena Road		City San Bernardino	State CA
Zip 92415		Phone 909-387-7870	Fax 909-387-7888
Highway Exit # Third St.		Nearest Highway 10	
Full Legal Company Name San Bernardino County Fleet Management Dept.		Merchant's Taxpayer ID # (TIN, FEIN or SSN) 95-6002748	
Corporate Contact (for settlement) Roger Weaver		If you do not sell fuel, select a reporting option below: Email	
Phone 909-387-7870		Settlement Email address dparsons@fltm.sbcounty.gov	
Settlement Fax 909-387-7888		Mailing Address if different than Physical address (for settlement & reporting) 210 N. Lena Road, Bldg. 1	
City San Bernardino		State CA	Zip + 4 92415

SECTION 2 - PROCESSING

Bank Card Processor/ Brennes-Jones Group, Inc.		Phone (800) 970-2592 / (800) 437-5425
Credit Card Network (check one): <input checked="" type="checkbox"/> SPS aka ADS C (Alliance Data Systems Chicago)		
Inside the site POS Equipment (example, Tranz 380, Gsita, Ruby, etc.) MultiForce T-380		Terminal ID#
At the dispenser POS Equipment (example, Tranz 380, Kiosk situation, or Pump Mfg. i.e. Gilbarco) MULTI FORCE		Terminal ID#
DO YOU SELL FUEL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If you sell fuel, complete section 4. If you do not sell fuel, complete section 3.		

SECTION 3 - NON-PETROLEUM MERCHANTS

BRANDS (check all that apply)

- | | | | | | |
|--|--|--|---|--------------------------------------|---|
| <input type="checkbox"/> Aamco | <input type="checkbox"/> Chrysler | <input type="checkbox"/> GM | <input type="checkbox"/> Les Schwab | <input type="checkbox"/> Napa | <input type="checkbox"/> Quaker St/Pennzoil |
| <input type="checkbox"/> ACCC | <input type="checkbox"/> Dtriumph GL | <input type="checkbox"/> Goodyear | <input type="checkbox"/> Maaco | <input type="checkbox"/> Nissan | <input type="checkbox"/> Tire Centers, Inc. |
| <input type="checkbox"/> AC Delco | <input type="checkbox"/> Econolube | <input type="checkbox"/> Grease Monkey | <input type="checkbox"/> Mazda | <input type="checkbox"/> Novus | <input type="checkbox"/> Toyota |
| <input type="checkbox"/> American Lubefast | <input type="checkbox"/> Firestone | <input type="checkbox"/> Harmon Glass | <input type="checkbox"/> Meineke | <input type="checkbox"/> Oil Changer | <input type="checkbox"/> Volvo |
| <input type="checkbox"/> BF Goodrich | <input type="checkbox"/> Ford | <input type="checkbox"/> Honda | <input type="checkbox"/> Midas | <input type="checkbox"/> Parts Plus | <input type="checkbox"/> Wash Depot |
| <input type="checkbox"/> Big O Tires | <input type="checkbox"/> Glass America | <input type="checkbox"/> Jiffy Lube | <input type="checkbox"/> Mitsubishi | <input type="checkbox"/> Pep Boys | <input type="checkbox"/> Winston Tire |
| | | | <input type="checkbox"/> Precision Tune | <input type="checkbox"/> Other | |

BRAND PROGRAMS (check one if applicable):

- | | |
|--|---|
| <input type="checkbox"/> ACCC | <input type="checkbox"/> GE Dealer Direct |
| <input type="checkbox"/> Dodge Business Link | <input type="checkbox"/> GM Goodwrench |

PRIMARY SERVICE (check one):

- | | | | | |
|------------------------------------|-------------------------------------|--|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Auto Body | <input type="checkbox"/> Dealership | <input type="checkbox"/> Mechanical | <input type="checkbox"/> Parts | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Car Wash | <input type="checkbox"/> Glass | <input type="checkbox"/> Oil Change/Lube | <input type="checkbox"/> Road Service | |

SECTION 4 - FUEL MERCHANT ONLY SITE INFORMATION

Please check all the features and fuel types that apply to your station:

- | | | | | |
|--|--|--|--|---|
| <input type="checkbox"/> Fuel available 24 hours | <input checked="" type="checkbox"/> Pin Pad | <input type="checkbox"/> Alcohol | <input type="checkbox"/> Unleaded Plus | <input checked="" type="checkbox"/> CNG |
| <input type="checkbox"/> Car Wash | <input checked="" type="checkbox"/> Crunds (Pay-at-the-pump) | <input checked="" type="checkbox"/> Unleaded | <input checked="" type="checkbox"/> Diesel | <input type="checkbox"/> LPG |
| <input checked="" type="checkbox"/> Service Bays | <input checked="" type="checkbox"/> Tractor Trailer Accessible | <input checked="" type="checkbox"/> Premium | <input type="checkbox"/> Methanol | |

SECTION 5 - BANK ACCOUNT INFORMATION FOR PAYMENT OF CHARGE CARD SALES

Merchant hereby authorizes and requests Wright Express to make payments of amounts owing to Merchant by Wright Express by initiating credit entries to Merchant's demand deposit account at the Bank indicated below ("Merchant's Bank"), and authorizes and requests Merchants Bank to accept any credit entries initiated by Wright Express to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, Merchant hereby authorizes Wright Express to initiate a debit entry to the account for each overpayment or payment in error.

It is understood that for the purpose of this agreement, the term "Merchant's Bank" shall mean and include the bank identified below by Merchant and any successor bank identified to Wright Express (i) in a Notice of Change provided to Wright Express by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by Merchant, whether orally or by other non-written means. Any such notification to Wright Express shall be effective only with respect to entries credited to Merchant's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Merchant agrees and acknowledges that Wright Express will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

Bank Name and Address Bank of America 303 N. D Street San Bernardino, CA 92401	ABA Routing Number 122-000-661
Account Name Lena Rd. (County Main Yard) #1	Account Number 0196209220

IMPORTANT: PLEASE ATTACH A VOIDED CHECK TO PAGE 3
We must receive a voided check (or photocopy if faxing) in order to process application.

SECTION 5A - BUSINESS BANK TRADE REFERENCES

Please indicate your type of business: ☒ Corporation ☐ LLC ☐ Partnership ☐ PC or PA ☐ Proprietorship

Primary Bank Bank of America	Address 303 N. D Street	City San Bernardino	State CA	Zip 92401
Bank Contact Person Anyone	Bank Phone 909-381-2494	Commercial Checking Account # 0196209220		
Business listed in Yellow Pages? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		MasterCard / Visa #		

Please provide three trade credit references for companies that issue you credit on a regular basis, suppliers or service companies.
Do not provide credit cards or oil company cards.

Company Name POMA	City San Bernardino	State CA	Contact Name Linda Robertson	Phone 909-877-2441
Company Name Johnson's Machinery	City Riverside	State CA	Contact Name Angela Beers	Phone 909-868-4560
Company Name Moss Bros. Dodge	City San Bernardino	State CA	Contact Name Patricia Sapien	Phone 909-884-8255

SECTION 6 - SETTLEMENT

Please refer to the Wright Express Merchant Charge Card Agreement which accompanied this application for your Terms and Conditions. It describes the Wright Express Discount Fee and Payment Terms.

AUTHORIZED SIGNATURE

MERCHANT: The undersigned represents and warrants to Wright Express that all of the terms and conditions of this Wright Express Merchant Charge Card Agreement have been reviewed in their entirety, are true and correct, and set forth the agreement between Wright Express and Merchant. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application.

Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the Merchant. The Agreement shall only become effective upon Wright Express' acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to Merchant of a merchant processing identification number.

Signature X	Printed Name Roger Weaver
Title Director	Date

FOR OFFICE USE ONLY

Acquisition Code	Sales Code	Log Number
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▼ ATTACH VOIDED CHECK HERE ▼

Application will not be processed without voided check

VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED. IF FAXING, PHOTOCOPY OF VOIDED CHECK IS PERMISSABLE.

VISA-M/C
BANK
DOCUMENTS
TO *SIGN*

CHARGE-IT SYSTEM MERCHANT APPLICATION

BUSINESS INFORMATION

Legal Business Name: San Bernardino County Fleet Management Dept.		Taxpayer ID# (9 digits): 95-6002748	
DBA Name: Fleet Management Dept. (14 locations)		Phone No: 909-387-7870	
Address: 210 N. Lena Road		Fax#: 909-387-7888	
City: San Bernardino State: CA Zip: 92415		Country: <input type="checkbox"/> USA <input type="checkbox"/> Canada	
Mailing Address: 210 N. Lena Road, Bldg. 1 City: San Bernardino State: CA Zip: 92415			
Type of Business (Describe in detail what are your products and/or Services): Fuel / Service <input checked="" type="checkbox"/> Product <input checked="" type="checkbox"/> Service			
Annual Bankcard Volume: \$2.5 Million (all sites)	Average Ticket Size: \$20.00	Percent of Business Where Cardholder. Is Not Present: <u>0</u> %	Years in Business Under Current Ownership: 30+
Type of Ownership: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Not For Profit <input checked="" type="checkbox"/> Other: GOVT.			
Type of Location: <input type="checkbox"/> Retail Store <input type="checkbox"/> Warehouse <input type="checkbox"/> Shows/Conventions <input type="checkbox"/> Out of Home <input type="checkbox"/> Kiosk <input type="checkbox"/> Commercial Bldg. <input type="checkbox"/> Other:			
Business Premises: <input type="checkbox"/> Own <input type="checkbox"/> Rent/Lease <input type="checkbox"/> Other:		Lease/Mortgage Expiration Date: N/A	

PRINCIPAL INFORMATION

Name (1): Roger Weaver	Title: Director	Percentage Ownership N/A %	
Social Security #: N/A	Date of Birth: N/A	Home Phone: N/A	
Home Address: N/A	City: N/A	State: N/A	Zip Code: N/A
Previous Employment (If less than 1 year at current employer)	How Long?	Title:	Type of Business:
Name (2):	Title:	Percentage Ownership %	
Social Security #:	Date of Birth:	Home Phone:	
Home Address:	City:	State:	Zip Code:
Previous Employment (If less than 1 year at current employer)	How Long?	Title:	Type of Business:
Has the Company or any principal or owner ever filed for Bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Name Filed Under: Reason:			
Type of Bankruptcy:	When Filed:	Date Discharged:	

REFERENCES

Bank Reference: Bank of America	Phone: 909-381-2494
Address: 303 N. D Street San Bernardino, CA 92401	Contact: Anyone
Current Bankcard Processor: None	Reason For Leaving? N/A

SIGNATURES

All of the information furnished on this application is to the best of my/our knowledge true, complete and accurate. This applicant authorizes "Bank" (as defined in the Merchant Services Agreement) or its agent, to obtain and verify any financial, credit, and other information about the applicant and its principals from whatever source it chooses, to furnish information about applicant and its principals to others including affiliates, independent contractors, and credit reporting agencies, and to retain this application whether or not it is approved. Applicant represents and warrants that a previous credit card processor has not terminated it. If accepted for participation applicant will advise Bank of any changes to the information contained in this application.

Applicant Signature (1)	Date:	Applicant Signature (2)	Date:
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SCHEDULE 1

Merchant: **FLEET MANAGEMENT DEPT. (all sites)**

SCHEDULE OF RATES & FEES (STAND ALONE RETAIL RATES)

Legal: San Bernardino County Fleet Management Dept.

Visa Discount Rate - CPS Retail*	1.82%	Debit Cards - Transaction Fee	\$0.25
MasterCard Discount Rate - Merit III*	1.82%	Plus....	
Visa Transaction Fee	\$0.21	Individual Network Fees Billed according to each network	
MasterCard Transaction Fee	\$0.21	Monthly Statement Fee	\$10.00
JCB Discount Rate	%	Monthly Minimum Fee	\$25.00
JCB Transaction Fee	\$	Chargeback Fee	\$15.00
Diners Discount Rate	%	Voice Call Authorization Fee	\$0.65
Diners Transaction Fee	\$	ACH/Check NSF Reject fee	\$25.00
Discover Transaction Fee	\$0.15	Per Occurrence	
American Express Transaction Fee	\$0.15	Early Termination Fee	\$0

* Base Retail Rate based on the assumption that all sales will be made by swiping the customer's card through the machine obtaining signature from the customer and settling each sale within 24 hours of authorization. For those transactions that do not qualify for this rate, rates will be charged per interchange policy.

Based on proposed volume of transactions listed in the application and corresponding levels of interchange applicable thereto, and subject to adjustment by the Card Associations based upon actual levels and qualifications for interchange.

Signature

Date

Rates reflect August 1st 2003 card association increases.

Petroleum Pricing:	
Visa CAT Discount Rate	N/A
MasterCard CAT Discount Rate	N/A
Convenience Rate >\$23.78	
Visa Transaction Fee	N/A
MasterCard CAT Transaction Fee	N/A
Voyager Discount Rate	3.25%
Voyager Trans. Fee	\$0.15
Wright Express Transaction Fee	\$0.15
(Wright Express %, see WEX agreement)	

SCHEDULE 1

Merchant: **FLEET MANAGEMENT DEPT. (all sites)**

SCHEDULE OF RATES & FEES (PAY AT THE PUMP RATES)

Legal: San Bernardino County Fleet Management Dept.

Visa Discount Rate - CPS Retail*	1.83%	Debit Cards - Transaction Fee	\$0.25
MasterCard Discount Rate - Merit III*	1.94%	Plus....	
Visa Transaction Fee	\$0.20	Individual Network Fees Billed according to each network	
MasterCard Transaction Fee	\$0.20	Monthly Statement Fee	\$10.00
JCB Discount Rate	%	Monthly Minimum Fee	\$25.00
JCB Transaction Fee	\$	Chargeback Fee	\$15.00
Diners Discount Rate	%	Voice Call Authorization Fee	\$0.65
Diners Transaction Fee	\$	ACH/Check NSF Reject fee	\$25.00
Discover Transaction Fee	\$0.15	Per Occurrence	
American Express Transaction Fee	\$0.15	Early Termination Fee	\$0

* Base Retail Rate based on the assumption that all sales will be made by swiping the customer's card through the machine obtaining signature from the customer and settling each sale within 24 hours of authorization. For those transactions that do not qualify for this rate, rates will be charged per interchange policy.

Based on proposed volume of transactions listed in the application and corresponding levels of interchange applicable thereto, and subject to adjustment by the Card Associations based upon actual levels and qualifications for interchange.

Signature

Date

Rates reflect August 1st 2003 card association increases.

Petroleum Pricing:	
Visa CAT Discount Rate	1.90%
MasterCard CAT Discount Rate	1.94%
Convenience Rate >\$23.78	
Visa Transaction Fee	\$0.20
MasterCard CAT Transaction Fee	\$0.20
Voyager Discount Rate	3.25%
Voyager Trans. Fee	\$0.15
Wright Express Transaction Fee	\$0.15
(Wright Express %, see WEX agreement)	

MERCHANT SERVICES AGREEMENT
FACILITATED BY MONERIS SOLUTIONS, INC.

This Merchant Agreement ("Agreement") is entered into between Harris Trust and Savings Bank ("Bank," "us," "we," or "our") and the undersigned Merchant ("Merchant," "you," or "your") in consideration of mutual promises. Bank and Merchant are independent parties contracting for services and neither is an agent, partner or joint venturer of the other. The services of Bank (other than funds settlement and transfer) are provided through MONERIS SOLUTIONS, INC., a Delaware corporation and member service provider to the Bank.

INTRODUCTION

Merchant is engaged in the business of providing goods and/or services to customers and desires to accept credit and/or debit cards ("Cards") bearing the name and logo of the Visa® or MasterCard® credit card associations or the issuer of any other Card of any association or network (collectively, the "Card Associations") that Bank authorizes Merchant to accept as a means of payment for those goods and/or services. Bank is engaged in the business of providing for a fee electronic debit and credit card authorization, processing, data capture, deposit, clearing and settlement services.

Merchant agrees to honor all valid Cards without discrimination and submit at the close of each business day all valid sales and credit slips ("Items") for Card transactions for its business exclusively to Bank, according to the following terms and conditions, to which Bank and Merchant agree:

1. OPERATING MANUAL

Merchant has received and reviewed an Operating Manual and other Attachments from Bank. These Attachments are a part of this Agreement. Bank and Merchant agree to the terms and conditions in the Operating Manual. For example, the Operating Manual contains a description of Items subject to chargeback, certain promises and responsibilities of Merchant and other terms and conditions related to the processing of Card transactions, such as Merchant examining all Cards, obtaining authorization (for example, by "swiping" each Card) and obtaining authorization numbers for all Card transactions, and handling special situations (such as cardholder identification, sales without Cards, recovery of Cards upon request, returns and credits and recurring transactions). Transactions for any non-face-to-face transaction (e.g., Internet, mail, telephone and pre-authorized orders) are subject to special requirements specified in the Operating Manual. Merchant may not impose minimum or maximum amounts or surcharges for any Card transaction which are not imposed generally to its customer, for non-Card transactions.

2. PROCESSING, SETTLEMENT AND OTHER SERVICES

Unless agreed by Bank in writing, Card transactions will be processed through Card Association networks via electronic authorization and data capture methods. Unless otherwise agreed by Bank, Merchant will balance and settle each terminal every business day. Transactions at one location may not be processed through a terminal at another location. Merchant must be equipped with properly installed and programmed terminals or other equipment capable of transmitting, receiving and communicating Card transaction data. If Merchant provides software or equipment or utilizes third party system vendors, Merchant is solely responsible for all aspects of compatibility, installation, operation and systems integrations that will comply with the Operating Regulations and Bank's processing requirements. If required, Merchant has directly entered into a separate agreement with any Card Association(s) which allows Merchant to accept and process Card transactions. For all Card transactions (including debit cards, travel vouchers or lodging reservation service), the terms and conditions of all rules and regulations of Card Associations (the "Operating Regulations") and the Operating Manual apply. Merchant agrees to those terms.

3. ADVERTISING AND PROMOTION

Unless waived by a Card Association or Bank, you agree to adequately display the most current Card emblems, decals and other materials to inform the public that a Card(s) will be honored as required by the Operating Regulations. You shall only indicate that Cards are accepted and shall not indicate that any Card Association endorses your merchandise or services. While this Agreement is in effect, you shall make no other use of the emblems or marks of any Card Association or the Bank without our prior written consent. Any use of these emblems or marks will be in compliance with the Operating Regulations and specifications of the Card Associations and/or Bank. You will immediately discontinue use thereof upon direction of the Bank, or any Card Association and upon termination of this Agreement.

4. ACCOUNTS

Settlement Account. You agree to designate and maintain an account (the "Settlement Account") which accepts automated clearing house ("ACH") transfers (which does not have to be a separate account, but may be commingled) with a balance of available funds sufficient to accommodate your obligations under this Agreement, either with us, or at an institution acceptable to us. If there are not sufficient available funds in the Settlement Account to cover your obligations, we may make deductions from payments due you from transactions. You agree to promptly pay us on demand for all amounts owed under this Agreement.

Reserve Account. At any time and for any reason (including termination of this Agreement, unauthorized transactions, cessation of business, insolvency, excessive chargebacks, suspected or actual fraud, or competing claims), without giving prior notice, we reserve the right to require, and you agree to deposit and maintain such non-interest bearing accounts, additional funds or other security as we may require with us (which we may commingle with other funds), or at our sole discretion at a financial institution designated by us, in a reserve account (the "Reserve Account") to be funded as specified by Bank, but within three (3) days, in amounts and upon such terms as determined by us in our sole discretion. In instances of unauthorized transactions, suspected or actual fraud or termination for cause, such Reserve Account funding may be immediate. We may also fund the Reserve Account with deductions from payments due you from transactions or by a charge against the Settlement Account or any other account. We will hold or be entitled to the funds in the Reserve Account until such time as we are satisfied that you have no further obligations under this Agreement. Your failure to fund the Reserve Account will result in immediate termination of this Agreement.

5. PROVISIONS APPLICABLE TO ALL ACCOUNTS

This Agreement and you authorize us to initiate and make deposits and withdrawals from any account which may be electronically transmitted or through an ACH or to delay or place holds on any amounts in such accounts in order to protect any of our rights and to obtain payment of any amount due us under this Agreement, including fees, charges and discounts without any further notice or demand. You will confirm to any institution holding any account the existence of this authorization and direct them to comply with our directions and you will not change any such confirmation or direction without our prior written consent. Any such confirmation, direction or authorization will remain in effect for at least 180 days after termination of this Agreement, or in our discretion, longer. We may, without notice, delay or stop making payments to you, set off, retain or otherwise hold (or direct your financial institution to place a hold) on any funds to protect ourselves against losses. Chargebacks, any amounts due or to become due under this Agreement, or based on your financial condition or in the event you submit transactions which are not authorized, do not conform to this Agreement, the Operating Manual, the Operating Regulations or applicable law including transactions subject to verification by any Card Association or cardholder. You agree that Bank will not be liable for any losses either direct or indirect due to holding of funds, suspension of processing, termination of this Agreement or any dishonor of any item as a result of these actions. You agree to promptly notify us of any discrepancy within 10 days of receipt of any statement regarding your accounts. Any account is subject to review, verification, acceptance and audit by Bank. Bank may return Items to you for correction.

YOU GRANT BANK A LIEN AND SECURITY INTEREST IN THE SETTLEMENT ACCOUNT, THE RESERVE ACCOUNT, ALL ITEMS (INCLUDING FUTURE ITEMS), ANY RIGHTS TO RECEIVE CREDITS OR PAYMENTS UNDER THIS AGREEMENT AND ALL DEPOSITS AND OTHER PROPERTY OF YOURS THAT BANK OR ITS AFFILIATES MAINTAIN (INCLUDING THE PROCEEDS THEREOF), AND YOU WILL EXECUTE, DELIVER AND PAY THE FEES FOR ANY DOCUMENTS WE REQUEST TO CREATE, PERFECT, MAINTAIN AND ENFORCE THIS SECURITY INTEREST. TO THE EXTENT PERMITTED BY LAW, YOU IRREVOCABLY AUTHORIZE BANK TO EXECUTE ANY FINANCING STATEMENTS OR OTHER DOCUMENTS NECESSARY RELATED TO THIS SECURITY INTEREST. Merchant represents and warrants that no other person or entity has a security interest therein and that this security interest secures your obligations to us under this Agreement. Bank shall have all rights of a secured party and Merchant must obtain the prior written consent of Bank before granting any subsequent security interest. Merchant agrees that these accounts and secured property shall not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law.

6. CHARGEBACKS

We shall have the right, at any time and without notice, to charge back to you, and deduct, withdraw or set-off from payments due you from transactions or from the Settlement Account, the Reserve Account, any other account or from amounts due you, for the full amount of any item designated by Bank or a Card Association or Card issuing bank which fails to meet the requirements of this Agreement, the Operating Manual, the Operating Regulations or applicable law ("Chargeback"). You agree to pay the amount of any Chargeback and the costs and expenses of the Bank (including investigations, retrieval and legal fees and costs) related to any item subject to (i) legal process (including reproduction of records), (ii) a bankruptcy or insolvency proceeding or (iii) Chargeback. If Bank or any Card Association determines or suspects any item to be questionable, it is subject to Chargeback. Bank shall retain any discount or fee related to a Chargeback transaction. Disputes relating to Chargebacks shall be governed by the Operating Regulations, including your obligation to provide required documentation.

Merchant agrees to obtain authorization for all Card transactions. Merchant acknowledges and agrees that authorization for a Card transaction (i) indicates only the availability of credit at the time of the authorization, (ii) does not warrant that the person presenting the Card is the rightful cardholder, and (iii) is not an unconditional guaranty by Bank that any Card transaction will not be subject to Chargeback.

7. MERCHANT INDEMNITY

In addition to any other indemnities in this Agreement (including the Operating Manual) or in the Operating Regulations, you agree to indemnify, defend and hold us and our affiliates (including officers, directors, employees, attorneys,

acquired during the applicable preceding period. Where Bank charges a fee on a per item (whether sales or credit) basis, the fee will be based on the applicable fee multiplied by the number of transactions. Where Bank charges a fee based on a discount rate, the face amount of transactions is multiplied by the discount rate to determine the applicable fee. Fees shall become due and accrue at the time the item is submitted to Bank by Merchant. For any fees or discounts based upon qualifications (including interchange charged by Card Associations) or anticipated volume (or other conditions) if such qualifications, volume (or condition) is not met, you will be charged the applicable rate for the actual qualification (including interchange charged by Card Associations) volume (or condition). Bank may delay payment as provided in Section 5 of this Agreement.

11. ASSOCIATION REGULATIONS

You agree to be bound by the requirements and terms of the Operating Manual and Operating Regulations of all applicable Card Associations, as amended from time to time. Copies may be reviewed at the Bank's offices. Bank is authorized to inform any Card Association or other relevant party if this Agreement is terminated for cause. Merchant understands that the Card Associations publish a list of names (including principals) of merchants terminated for cause. Merchant agrees to indemnify Bank (pursuant to the provisions hereof) and any Card Association from any and all claims which Merchant or any other person may have as a result of being placed on any such list. Merchant warrants that it has not been placed on any such list previously. You agree to retain and retrieve records as required by the Operating Manual and Operating Regulations and allow us to examine them. If the Bank sponsors you into any debit Card program, such sponsorship shall extend only as long as the term of this Agreement.

12. CONFIDENTIALITY

You agree to keep confidential (and store in a secured area with limited access) and will not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to you, or any account information (including account numbers) related to Cards or cardholders for any purpose other than performing your obligations under this Agreement. Merchant shall not retain or store magnetic stripe data after a transaction has been authorized. If Merchant stores any electronically captured signature of a cardholder, Merchant may not reproduce such signature except upon specific request of Bank. In addition, Merchant shall not disclose to any third party and shall retain in strictest confidence all information and data belonging to or relating to the business of Bank (including without limitation, the terms of this Agreement), and shall safeguard such information and data by using the same degree of care that Merchant uses to protect its own confidential information. You shall not use our name or marks without our prior written consent and if consented to, you shall obtain no right in our names or marks. You authorize us and we may obtain from and share with others all financial, credit, sales, experience and other information about you with our affiliates and as otherwise allowed by applicable law.

13. BANK LIABILITY

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTION TAKEN BY BANK (OR THE RESULTS THEREOF) WHICH IS AUTHORIZED BY THIS AGREEMENT. BANK MAKES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, BANK DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BANK MAY UTILIZE SYSTEMS OF OTHERS, INCLUDING CARD ASSOCIATIONS. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INFORMATION PROVIDED BY OTHERS OR FOR THE USE OF ANY SYSTEM OR EQUIPMENT OF BANK OR OTHERS OR FOR ANY CIRCUMSTANCES BEYOND ITS CONTROL. BANK SHALL NOT BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND EXCLUSIVE LIABILITY OF BANK AND REMEDY OF MERCHANT HEREUNDER SHALL BE GENERAL MONEY DAMAGES FOR WILLFUL MISCONDUCT NOT TO EXCEED THE AMOUNT OF THE ITEM SUBJECT TO CLAIM OR DISPUTE, REGARDLESS OF THE CHARACTERIZATION OF SUCH ACTION.

Any unilateral alteration or modification to the pre-printed form of this Agreement has no effect and at the Bank's discretion, may render this Agreement invalid. The authorized officials of Merchant and Bank have read this Agreement and agree to all its terms, including the Operating Manual.

MERCHANT: SAN BERNARDINO COUNTY FLEET MANAGEMENT DEPT.

BY _____

Name: ROGER WEAVER

Title: DIRECTOR

Address: 210 N. LENA ROAD

SAN BERNARDINO, CA 92415

Accepted at Buffalo Grove, Illinois this 16 day of April 2014 (the "Effective Date").

HARRIS TRUST AND SAVINGS BANK:

By [Signature]

Its Authorized Representative

Telephone: _____

Facsimile: _____

14. SYSTEM TERMS

You agree to use terminals and related software systems or equipment acceptable to us. You may, but are not obligated to obtain equipment from us. If you do, you agree to pay the fees specified in the Schedule of Fees for such equipment and accept the terms stated in the Operating Manual with respect to the equipment. You authorize us to make payment for any equipment utilized by you to us, any other seller or lessor through ACH deduction from the Settlement Account.

15. EXCLUSIVITY

During the term of this Agreement, you will not engage or use any other Visa or MasterCard Card processor or servicer in the United States, except Bank, and Bank shall be the sole provider of the types of services provided hereunder for all locations of Merchant.

16. WAIVER OF JURY TRIAL / JURISDICTION

BANK AND MERCHANT HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION CONCERNING ANY RIGHTS UNDER THIS AGREEMENT. BANK AND MERCHANT HEREBY AGREE THAT AND CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTES HEREUNDER SHALL BE AN APPROPRIATE FEDERAL OR STATE COURT LOCATED IN CHICAGO, ILLINOIS.

17. FORCE MAJEURE

The parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, storm, earthquake, tidal waves, communication failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

18. WAIVER OF PERSONAL SERVICE AND ACCEPTANCE OF SERVICE BY MAIL

The Merchant hereby waives personal service of any and all process and agrees and consents that all such service of process may be made by certified mail, return receipt requested directed to the undersigned officer or owner of Merchant, as the case may be, or to Merchant's registered agent and agrees that service of process so made shall be complete upon mailing by Bank or Bank's attorney.

19. ATTACHMENTS

The following Attachments are expressly made a part of this Agreement as if fully set forth:

☒ Operating Manual

☐ Debit Card Processing - Interlink/Maestro

☐ Debit Card Processing - Cash Station or Explore

☐ Gratuity and Hotel/Motel Procedures

☒ Other: Schedule of Rates & Fees

acquired during the applicable preceding period. Where Bank charges a fee on a per item (whether sales or credit) basis, the fee will be based on the applicable fee multiplied by the number of transactions. Where Bank charges a fee based on a discount rate, the face amount of transactions is multiplied by the discount rate to determine the applicable fee. Fees shall become due and accrue at the time the item is submitted to Bank by Merchant. For any fees or discounts based upon qualifications (including interchange charged by Card Associations) or anticipated volume (or other conditions) if such qualifications, volume (or condition) is not met, you will be charged the applicable rate for the actual qualification (including interchange charged by Card Associations) volume (or condition). Bank may delay payment as provided in Section 5 of this Agreement.

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13. BANK LIABILITY

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTION TAKEN BY BANK (OR THE RESULTS THEREOF) WHICH IS AUTHORIZED BY THIS AGREEMENT. BANK MAKES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, BANK DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BANK MAY UTILIZE SYSTEMS OF OTHERS, INCLUDING CARD ASSOCIATIONS. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INFORMATION PROVIDED BY OTHERS OR FOR THE USE OF ANY SYSTEM OR EQUIPMENT OF BANK OR OTHERS OR FOR ANY CIRCUMSTANCES BEYOND ITS CONTROL. BANK SHALL NOT BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND EXCLUSIVE LIABILITY OF BANK AND REMEDY OF MERCHANT HEREUNDER SHALL BE GENERAL MONEY DAMAGES FOR WILLFUL MISCONDUCT NOT TO EXCEED THE AMOUNT OF THE ITEM SUBJECT TO CLAIM OR DISPUTE, REGARDLESS OF THE CHARACTERIZATION OF SUCH ACTION.

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MERCHANT: SAN BERNARDINO COUNTY FLEET MANAGEMENT DEPT.

By _____
Name ROGER WEAVER
Title DIRECTOR

Address: 210 N. LENA ROAD
SAN BERNARDINO, CA 92415

Accepted at Buffalo Grove, Illinois this _____ day of _____

HARRIS TRUST AND SAVINGS BANK

By _____

Is: Authorized Representative

Telephone:

Facsimile:

The Brenner-Jones Group, Inc.

By _____

14. SYSTEM TERMS

You agree to use terminals and related software systems or equipment acceptable to us. You may, but are not obligated to, obtain equipment from us. If you do, you agree to pay the fees specified in the Schedule of Fees for such equipment and accept the terms stated in the Operating Manual with respect to the equipment. You authorize us to make payment for any equipment utilized by you to us, any other seller or lessor through ACH deduction from the Settlement Account.

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17. FORCE MAJEURE

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18. WAIVER OF PERSONAL SERVICE AND ACCEPTANCE OF SERVICE BY MAIL

The Merchant hereby waives personal service of any and all process and agrees and consents that all such service of process may be made by certified mail, return receipt requested directed to the undersigned officer or owner of Merchant, as the case may be, or to Merchant's registered agent and agrees that service of process so made shall be complete upon mailing by Bank or Bank's attorney.

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The following Attachments are expressly made a part of this Agreement as if fully set forth:

X Operating Manual

Debit Card Processing - Interlink/Maestro

___ Debit Card Processing - Cash Station or Explore

___ Gratuity and Hotel/Motel Procedures

X Other: Schedule of Rates & Fees

(the "Effective Date").

Date

4-2-2004

Personal Guaranty

Guaranty Agreement re: _____ ("Merchant")

To induce Harris Trust and Savings Bank ("Bank") to accept Merchant's application to enter into a Merchant Services Agreement with Bank, I, _____ ("Guarantor") guarantee the full and prompt (i) payment of amounts owing by Merchant under the Merchant Services Agreement (including but not limited to fees, chargebacks and collection costs) and (ii) performance of all obligations of Merchant thereunder. The guarantee is unlimited, absolute, without condition (unconditional) and is revolving (continuing). Guarantor also agrees to pay all costs (including attorney's fees and costs) of Bank in seeking payment or performance under this Guaranty. Any debt owing to the Guarantor by the Merchant shall be subordinate to any debt owed to the Bank.

This Guaranty is binding upon the Guarantor, and any heirs, legal representatives, successors and assigns of Guarantor and is effective until written notice of termination (including notice of death) is received by the Bank. Any termination shall not affect obligations arising prior to receipt of such notice by the Bank. Guarantor authorizes Bank to obtain and provide financial and other information about Guarantor and Guarantor will provide such information to Bank upon request. This agreement is made under the laws of Illinois and may not be changed or released except by a writing signed by the Bank.

BANK AND THE GUARANTOR HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION CONCERNING ANY RIGHTS UNDER THE MERCHANT SERVICES AGREEMENT. BANK AND THE GUARANTOR HEREBY AGREE THAT AND CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTES HEREUNDER SHALL BE THE APPROPRIATE FEDERAL OR STATE COURT LOCATED IN CHICAGO, ILLINOIS. THE GUARANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT DIRECTED TO THE UNDERSIGNED GUARANTOR AT THE ADDRESS SHOWN BELOW AND AGREES THAT SERVICE OF PROCESS SO MADE SHALL BE COMPLETE UPON MAILING BY BANK OR ITS ATTORNEYS.

I HAVE RECEIVED A COPY OF THE GUARANTY, THE MERCHANT SERVICES AGREEMENT AND AGREE TO ALL THEIR TERMS.

Dated: _____

Signature of Guarantor

Printed Name and Address

Master Resolution

I. CHECK ONE APPLICABLE ENTITY

☒ Corporation

☐ Limited Liability Company (LLC)☐ Partnership☐ Limited Liability Partnership (LLP)

■ RESOLUTION

The undersigned, duly authorized on behalf of SAN BERNARDINO COUNTY an entity (as described above) organized and existing under the laws of the State of CA (the "Merchant") do hereby certify that the following resolutions were duly adopted by the governing body of the Merchant and have not been changed and remain in full force and effect:

RESOLVED, that any officer, manager, member or a person whose specimen signature appears below ("Officer") is authorized for and on behalf of this Merchant to enter into a Merchant Services Agreement ("Agreement") with Harris Trust and Savings Bank of Chicago, Illinois (the "Bank") for the processing and settlement of credit card transactions of Merchant, and to pledge and grant a security interest in accounts, items, credit card slips and other assets of the Merchant; and to execute and deliver such agreements, applications, financing statements, documents and instruments as the Bank may request, and that the Merchant hereby ratifies and confirms all such actions, the terms of said Agreement and that such arrangement is a financial accommodation to this Merchant;

FURTHER RESOLVED that any Officer of Merchant is authorized for and on behalf of this Merchant to open and maintain such accounts with the Bank as are required by the Agreement for the purposes and on the terms and conditions stated therein and to execute and deliver such other agreements, assignments, documents and instruments as the Bank may request; and that the Merchant assumes full responsibility and holds the Bank harmless for any actions taken by the Bank in connection with such accounts or payments therefrom including attorneys' fees and expenses.

Any provision hereof which may be declared unenforceable under any law shall not affect the validity of any other provision. These resolutions are in addition to any other resolutions of this Merchant now or hereafter on file with the Bank, which remain unaffected hereby. These resolutions do not conflict with any of the governing documents relating to the existence or operation of the Merchant and these resolutions shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, I have set my hand and affixed the seal (if any) of said Merchant this _____ day of _____, 2004

By: _____

III. LIST OF AUTHORIZED SIGNERS

Name: ROGER WEAVER

☐ Authorized or Certified Partner (Partnership or LLP)☐ Certifying Manager or Member (LLC)☐ Secretary or Assistant Secretary (Corporation)[illegible]

CHARGE-IT SYSTEM MERCHANT APPLICATION

BUSINESS INFORMATION

Legal Business Name: San Bernardino County Fleet Management Dept.		Taxpayer ID# (9 digits): 95-6002748	
DBA Name: Fleet Management Dept. (14 locations)		Phone No: 909-387-7670	
Address: 210 N. Lena Road		Fax#: 909-387-7888	
City: San Bernardino State: CA Zip: 92415		Country: <input type="checkbox"/> USA <input type="checkbox"/> Canada	
Mailing Address: 210 N. Lena Road, Bldg. 1 City: San Bernardino State: CA Zip: 92415			
Type of Business (Describe in detail what are your products and/or Services): Fuel / Service <input checked="" type="checkbox"/> Product <input checked="" type="checkbox"/> Service			
Annual Bankcard Volume: \$2.5 Million (all sites)	Average Ticket Size: \$20.00	Percent of Business Where Cardholder Is Not Present: <input checked="" type="checkbox"/> %	Years in Business Under Current Ownership: 30+
Type of Ownership: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Professional Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Not For Profit <input checked="" type="checkbox"/> Other: GOVT.			
Type of Location: <input type="checkbox"/> Retail Store <input type="checkbox"/> Warehouse <input type="checkbox"/> Shows/Conventions <input type="checkbox"/> Out of Home <input type="checkbox"/> Kiosk <input type="checkbox"/> Commercial Bldg. <input type="checkbox"/> Other:			
Business Promises: <input type="checkbox"/> Own <input type="checkbox"/> Rent/Lease <input type="checkbox"/> Other:		Lease/Mortgage Expiration Date: N/A	

PRINCIPAL INFORMATION

Name (1): Roger Weaver	Title: Director	Percentage Ownership N/A %	
Social Security #: N/A	Date of Birth: N/A	Home Phone: N/A	
Home Address: N/A	City: N/A	State: N/A	Zip Code: N/A
Previous Employment (If less than 1 year at current employer)	How Long?	Title:	Type of Business:
Name (2):	Title:	Percentage Ownership %	
Social Security #:	Date of Birth:	Home Phone:	
Home Address:	City:	State:	Zip Code:
Previous Employment (If less than 1 year at current employer)	How Long?	Title:	Type of Business:
Has the Company or any principal or owner ever filed for Bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Name Filed Under: Reason:			
Type of Bankruptcy:		When Filed:	Date Discharged:

REFERENCES

Bank Reference: Bank of America Address: 303 N. D Street San Bernardino, CA 92401	Phone: 909-381-2494 Contact: Anyone
Current Bankcard Processor: None How Long: N/A	Reason For Leaving? N/A

SIGNATURES

All of the information furnished on this application is to the best of my/our knowledge true, complete and accurate. This applicant authorizes "Bank" (as defined in the Merchant Services Agreement) or its agent, to obtain and verify any financial, credit, and other information about the applicant and its principals from whatever source it chooses, to furnish information about applicant and its principals to others including affiliates, independent contractors, and credit reporting agencies, and to retain this application whether or not it is approved. Applicant represents and warrants that a previous credit card processor has not terminated it. If accepted for participation applicant will advise Bank of any changes to the information contained in this application.

Applicant Signature (1)	Date:	Applicant Signature (2)	Date:
-------------------------	-------	-------------------------	-------

PC CONFIGURATION SPECIFICATIONS

- | | |
|---|---|
| <input type="checkbox"/> Processor (e.g., Pentium 266 MHz):
<input type="checkbox"/> Hard Drive (e.g., 2 gigabytes):
<input type="checkbox"/> DOS Version:
<input type="checkbox"/> Modem Type:
<input type="checkbox"/> Modem Port: <input type="checkbox"/> COM1 <input type="checkbox"/> COM2 <input type="checkbox"/> COM3
<input type="checkbox"/> Dial Out Access (e.g., 9):
<input type="checkbox"/> RAM (e.g., 32 MB):
<input type="checkbox"/> Operating System (Windows NT, 95, 98):
<input type="checkbox"/> Monitor (Color Required): | <input type="checkbox"/> Modem Phone No:
<input type="checkbox"/> Internal or <input type="checkbox"/> External Modem
<input type="checkbox"/> Stand Alone or <input type="checkbox"/> LAN Configuration
<input type="checkbox"/> LAN Type:
<input type="checkbox"/> No. of Stations:
<input type="checkbox"/> Dial Terminals Integrated? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, # of Terminals:
Terminal Models:
of Printers:
Printer Models: |
|---|---|

SYSTEM INTEGRATOR INFORMATION

Contact For Systems Integrator:

MULTIFORCE

Phone #:

800-257-9512

Fax #:

We are pleased that you are allowing Charge•It•System to process your credit card transactions. It is important to note that any processing solution (e.g. software, electronic cash register configuration) provided by a source other than Charge•It•System must be supported by the seller of such solution or a Systems Integrator (SI) if chosen. Should you incorporate an interface between software solutions for data transfer or any other means it will be the SI's responsibility to create and support such an interface. Should you utilize a SI it is necessary that the SI you choose be certified with the front-end processing network established by Charge•It•System. Moreover, that the SI has warranted to you that your hardware and software configurations they create meet all VISA and MasterCard program requirements including but not limited to (1) CVV and CVC, (2) Visa's PS2000 and Custom Payment Services, (3) MasterCard's Interchange Compliance, and (4) Future requirements as they arise. Finally, we recommend that you choose a SI who will provide 24 hour / 365-day support for the solution they create as they will be your only servicing source for the solution. Harris Trust and Savings Bank is not liable for damages of any type caused by the failure of the SI or any internal systems team to properly carry out their duties as described above. Should the implementation process require more than four (4) hours of consulting assistance from Charge It System, we will be billed at the rate of \$150.00 per hour.

I have completed this form and have reviewed and understand the above disclaimer.

Merchant Legal Name: SAN BERNARDINO COUNTY FLEET MANAGEMENT DEPT.

By (Name and Title): ROGER WEAVER - DIRECTOR

Signature: _____ Date: _____

AMERICAN
EXPRESS
DOCUMENTS
TO *SIGN*



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BIG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay

or

Home Based

(+.03% if \$100K+)

☐ American Express Monthly Fee \$ **5.00***

☐ Yes

☒ No

☐ Daily Gross Pay

Estimated Annual \$ **200,000.00**

Estimated Average Ticket \$ **20.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____

Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Lena Rd. (County Main Yard) #1

Address

210 N. Lena Road

City, State, Zip Code

San Bernardino, CA 92415

Federal Tax I.D (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express® Card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

Please Sign Here X _____

Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay

or

Home Based

(+.03% if \$100K+)

☐ American Express Monthly Fee **\$ 5.00***

☐ Yes

☒ No

☐ Daily Gross Pay

Estimated Annual \$ **26,000.00**

Estimated Average Ticket \$ **15.00**

Pay

☒ 3-Day

☐ 15-Day

☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name:

Franchise CAP#:

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

West Valley Service Center #2

Address

12672 Fourth St.

City, State, Zip Code

Rancho Cucamonga, CA 91730

Federal Tax I.D (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

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Please Sign Here X

Date:



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay

(±.03% if \$100K±)

☐ American Express Monthly Fee \$ **5.00***

Home Based

Or ☐ Daily Gross Pay

☐ Yes ☒ No

Estimated Annual \$ **30,000.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____ Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Barstow Service Center #3

Address

29802 Highway 58

City, State, Zip Code

Barstow, CA 92311

Federal Tax ID (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express® Card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

Please Sign Here X _____

Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay
(+0.03% If \$100K+)

or

Home Based

Or

☐ American Express Monthly Fee **\$ 5.00***

☐ Yes

☒ No

☐ Daily Gross Pay

Estimated Annual \$ **11,250.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____

Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Needles Service Center #4

Address

5 Airport Road

City, State, Zip Code

Needles, CA 92363

Federal Tax ID (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

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Please Sign Here X _____

Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay
(+.03% If \$100K+)

or

Home Based

Or

☐ American Express Monthly Fee **\$ 5.00***

☐ Yes ☒ No

☐ Daily Gross Pay

Estimated Annual \$ **10,500.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____ Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Twentynine Palms Service Center #5

Address

73663 Manana Dr.

City, State, Zip Code

Twentynine Palms, CA 92277

Federal Tax I.D (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

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Please Sign Here X _____

Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay
(+.03% If \$100K+)

or

Home Based

Or

☐ American Express Monthly Fee \$ **5.00***

☐ Yes ☒ No

☐ Daily Gross Pay

Estimated Annual \$ **10,500.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____ Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Apple Valley Service Center #6

Address

11923 Joshua Rd.

City, State, Zip Code

Apple Valley, CA 92307

Federal Tax ID (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

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Please Sign Here X _____

Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay

or

Home Based

(+.03% If \$100K+)

☐ American Express Monthly Fee **\$ 5.00***

☐ Yes

☒ No

☐ Daily Gross Pay

Estimated Annual \$ **1,800.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name:

Franchise CAP#:

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Morongo Basin Sheriff Station #7

Address

6527 White Feather Road

City, State, Zip Code

Joshua Trees, CA 92252

Federal Tax ID (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

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Please Sign Here X _____

Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

or

☐ American Express Monthly Fee **\$ 5.00***

Paper %

Home Based

☐ Yes

☒ No

☒ Monthly Gross Pay
(+.03% If \$100K+)

Or

☐ Daily Gross Pay

Estimated Annual \$ **1,800.00**

Estimated Average Ticket \$ **15.00**

American Express Charge Volume

Franchise Name: _____

Franchise CAP#: _____

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day
Frequency

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Fontana Sheriff Station #8

Address

17780 Arrow Blvd.

City, State, Zip Code

Fontana, CA 92335

Federal Tax I.D (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

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Date: _____



Establishment
Services

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The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay

or

Home Based

(+.03% If \$100K+)

☐ American Express Monthly Fee \$ **5.00***

☐ Yes ☒ No

☐ Daily Gross Pay

Estimated Annual \$ **1,800.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____ Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Big Bear Road Yard #9

Address

40290 N. Shore Drive

City, State, Zip Code

Big Bear, CA 92315

Federal Tax I.D (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

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Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

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Paper %

☒ Monthly Gross Pay
(+0.03% If \$100K+)

or

Home Based

Or

☐ American Express Monthly Fee \$ **5.00***

☐ Yes ☒ No

☐ Daily Gross Pay

Estimated Annual \$ **1,800.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____ Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Big Bear Sheriff Station #10

Address

477 Summit Blvd.

City, State, Zip Code

Big Bear, CA 92315

Federal Tax I.D (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

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If Yes, Merchant #:

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Date: _____



Establishment
Services

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ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

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☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay
(+0.03% If \$100K+)

or

Home Based

Or

☐ American Express Monthly Fee \$ **5.00***

☐ Yes ☒ No

☐ Daily Gross Pay

Estimated Annual \$ **1,800.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____ Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Twin Peaks Government Center #11

Address

26010 Hwy. 189

City, State, Zip Code

Twin Peaks, CA 92391

Federal Tax ID (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express® Card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

Please Sign Here X _____

Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay

or

Home Based

(+0.03% If \$100K+)

☐ American Express Monthly Fee **\$ 5.00***

☐ Yes

☒ No

☐ Daily Gross Pay

Estimated Annual \$ **1,800.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____

Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Chino Rd. Yard #12

Address

7000 Merrill Ave.

City, State, Zip Code

Chino, CA 91710

Federal Tax ID (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

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Please Sign Here X _____

Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay
(+ .03% if \$100K+)

or

Home Based

Or

☐ American Express Monthly Fee \$ **5.00***

☐ Yes ☒ No

☐ Daily Gross Pay

Estimated Annual \$ **1,800.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____ Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Baldy Mesa #13

Address

12397 Sycamore Road

City, State, Zip Code

Victorville, CA 92392

Federal Tax I.D (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

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Please Sign Here X _____

Date: _____



Establishment
Services

AMERICAN EXPRESS® CARD ACCEPTANCE AGREEMENT

The Shaded Box Will Be Completed By The Sales Agent

ESA Corporate Name: The Brennes-Jones Group, Inc. (BJG)

Sales Agent ID # 9359

Please check one of the following:

☒ American Express Discount Rate EDC **3.98%**

Paper %

☒ Monthly Gross Pay
(+ .03% if \$100K+)

or

Home Based

Or

☐ American Express Monthly Fee \$ **5.00***

☐ Yes ☒ No

☐ Daily Gross Pay

Estimated Annual \$ **1,800.00**

Estimated Average Ticket \$ **15.00**

Pay ☒ 3-Day ☐ 15-Day ☐ 30-Day

American Express Charge Volume

Frequency

Franchise Name: _____ Franchise CAP#: _____

* Applies to online statements. Paper statements may be subject to additional fees.

What Is Your Name & Address? Please Complete The Following. If You Have Any Questions
Call 1-800-528-5200.

FULL LEGAL NAME of Corporation, Partnership or Proprietorship

San Bernardino County Fleet Management Dept.

Doing Business As (DBA, Trade Name)

Crestline Road Yard #14

Address

23188 Crest Forest Road

City, State, Zip Code

Crestline, CA 92325

Federal Tax I.D. (TIN/EIN): **95-6002748** ACH ABA# **122-000-661**

DDA# **0196209220**

URL

E-mail **dparsons@fltm.sbcounty.gov**

Signer Information

Name: **Roger Weaver**

Title: **Director**

Social Security Number: **N/A**

Home Address: **N/A**

City: **N/A** State: **N/A** Zip: **N/A**

Have You Previously Had An American Express Merchant Account #:

☐ Yes ☒ No

If Yes, Merchant #:

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Please Sign Here X _____

Date: _____

EQUIPMENT
AND SET-UP
DOCUMENTS
TO *SIGN*

BJG CONTRACT ADDENDUM

S-005 1/13/03

A. E. Number	9359
Merchant DBA	LENA RD. (COUNTY MAIN YARD) #1
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL	T-380	REF.	2	\$410.00	\$820.00
PRINTER	P-250	REF.	2	\$255.00	\$510.00
IMPRINTER	MANUAL	NEW	1	\$30.00	\$30.00
PIN PAD	1000	USED	2	\$130.00	\$260.00
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS	5521 / 8623	100/100	\$8.80
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	8	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 2	= \$70.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$20.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$1783.80
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H -
SHIPPING CHOICES: (Check One) <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY	

MERCHANT SIGNATURE AND DATE: _____

BJG CONTRACT ADDENDUM

S-005 1/13/03

A. E. Number	9359
Merchant DBA	WEST VALLEY SERVICE CENTER #2
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL	T-380	REF.	1	\$410.00	\$410.00
PRINTER	P-250	REF.	1	\$255.00	\$255.00
IMPRINTER	MANUAL	NEW	1	\$30.00	\$30.00
PIN PAD	1000	USED	1	\$130.00	\$130.00
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS	5521 / 8623	100/100	\$8.80
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 1	= \$35.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$953.80
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One) <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY	

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A.E. Number	9359
Merchant DBA	BARSTOW SERVICE CENTER #3
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL	T-380	REF.	1	\$410.00	\$410.00
PRINTER	P-250	REF.	1	\$255.00	\$255.00
IMPRINTER	MANUAL	NEW	1	\$30.00	\$30.00
PIN PAD	1000	USED	1	\$130.00	\$130.00
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS	5521 / 8623	100/100	\$8.80
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 1	= \$35.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$953.80
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One)	<input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A. E. Number	9359
Merchant DBA	NEEDLES SERVICE CENTER #4
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL	T-380	REF.	1	\$410.00	\$410.00
PRINTER	P-250	REF.	1	\$255.00	\$255.00
IMPRINTER	MANUAL	NEW	1	\$30.00	\$30.00
PIN PAD	1000	USED	1	\$130.00	\$130.00
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS	5521 / 8623	100/100	\$8.80
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	0	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 1	= \$35.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$953.80
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One) <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY	

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A.E. Number	9359
Merchant DBA	TWENTYNINE PALMS SERVICE CENTER #5
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL	T-380	REF.	1	\$410.00	\$410.00
PRINTER	P-250	REF.	1	\$255.00	\$255.00
IMPRINTER	MANUAL	NEW	1	\$30.00	\$30.00
PIN PAD	1000	USED	1	\$130.00	\$130.00
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS	5521 / 8623	100/00	\$8.80
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 1	= \$35.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$953.80
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H -
SHIPPING CHOICES: (Check One)	<input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-001 1/13/03

A.E. Number	9359
Merchant DBA	APPLE VALLEY SERVICE CENTER #6
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL	T-380	REF.	1	\$410.00	\$410.00
PRINTER	P-250	REF.	1	\$255.00	\$255.00
IMPRINTER	MANUAL	NEW	1	\$30.00	\$30.00
PIN PAD	1000	USED	1	\$130.00	\$130.00
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS	5521 / 8623	100/100	\$8.80
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 1	= \$35.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$953.80
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One) <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY	

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A.E. Number	9359
Merchant DBA	MORONGO BASIN SHERIFF STATION #7
Merchant Number	

EQUIPMENT

	TYPE	NEW / REP.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL					
PRINTER					
IMPRINTER					
PIN PAD					
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS			
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0 x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0 x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00 x 0		= \$0.00
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00 x 0		= \$0.00
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00 x \$0.00	Additional Location(s) 0 x \$0.00	= \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0 x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)			

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$85.00
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One) <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY	

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A.E. Number	9359
Merchant DBA	FONTANA SHERIFF STATION #8
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL					
PRINTER					
IMPRINTER					
PIN PAD					
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS			
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0 x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0 x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00 x 0		= \$0.00
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00 x 0		= \$0.00
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00 x \$0.00	Additional Location(s) 0 x \$0.00	= \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0 x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)			

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$85.00
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One) <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY	

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A.E. Number	9359
Merchant DBA	BIG BEAR RD. YARD #9
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL					
PRINTER					
IMPRINTER					
PIN PAD					
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS			
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 0	= \$0.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$85.00
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H -
SHIPPING CHOICES: (Check One)	<input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A.E. Number	9359
Merchant DBA	BIG BEAR SHERIFF STATION #10
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL					
PRINTER					
IMPRINTER					
PIN PAD					
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS			
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 0	= \$0.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$85.00
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One) <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY	

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A.E. Number	9359
Merchant DBA	TWIN PEAKS GOVERNMENT CENTER #11
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL					
PRINTER					
IMPRINTER					
PIN PAD					
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS			
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 0	= \$0.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$85.00
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One)	
<input checked="" type="checkbox"/> GROUND	<input type="checkbox"/> 3-DAY
<input type="checkbox"/> 2-DAY	<input type="checkbox"/> NEXT DAY

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A. E. Number	9359
Merchant DBA	CHINO ROAD YARD #12
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL					
PRINTER					
IMPRINTER					
PIN PAD					
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS			
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 0	= \$0.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$85.00
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One)	
<input checked="" type="checkbox"/> GROUND	<input type="checkbox"/> 3-DAY
<input type="checkbox"/> 2-DAY	<input type="checkbox"/> NEXT DAY

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A.E. Number	9359
Merchant DBA	BALDY MESA #13
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL					
PRINTER					
IMPRINTER					
PIN PAD					
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS			
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$65.00	Additional Location(s) 0	x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0	x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00	x 0	= \$0.00	
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00	x 0	= \$0.00	
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00	x \$0.00	Additional Location(s) 0	x \$0.00 = \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0	x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)				

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$85.00
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One) <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 3-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY	

MERCHANT SIGNATURE AND DATE:

BJG CONTRACT ADDENDUM

S-005 1/13/03

A.E. Number	9359
Merchant DBA	CRESTLINE ROAD YARD #14
Merchant Number	

EQUIPMENT

	TYPE	NEW / REF.	QUANTITY	UNIT PRICE	TOTAL PRICE
TERMINAL					
PRINTER					
IMPRINTER					
PIN PAD					
misc.					
TRADE IN					

SERIAL NUMBERS

TERMINAL	PRINTER	PINPAD

SUPPLIES

	TYPE	QUANTITY	PRICE
ROLL PAPER			
VOUCHERS			
RIBBONS			
SIGNAGE / MARKS / STICKERS	VISA / M/C & DEBIT	6	NO CHARGE

ADDITIONAL FEES

CREDIT CARD SET UP FEE (ONETIME)	Initial Location \$0.00	Additional Location(s) 0 x \$0.00	= \$0.00
CHECK SERVICE SET UP FEE (ONE TIME)	Initial Location \$0.00	Additional Location(s) 0 x \$0.00	= \$0.00
ENCRYPTION FEE (ONE TIME) (PER PIN PAD)	\$35.00 x 0		= \$0.00
WIRELESS ACTIVATION FEE (PER UNIT) (ONETIME)	\$55.00 x 0		= \$0.00
WIRELESS MONTHLY FEE (PER UNIT)	\$20.00 x \$0.00	Additional Location(s) 0 x \$0.00	= \$0.00
WRIGHT EXPRESS SETUP (ONE TIME)	Initial Location \$20.00	Additional Location(s) 0 x \$0.00	= \$0.00
LIFETIME EQUIPMENT WARRANTY (ONETIME)			

SHIPPING & TOTALS (To be ACH'd from Merchant's Checking Account, Do NOT submit check)

TOTAL ONE TIME FEES, ALL ABOVE (BEFORE SHIPPING)	\$85.00
TOTAL MONTHLY FEES	\$0.00
SHIPPING MINIMUM \$ 4.95	BJG S&H =
SHIPPING CHOICES: (Check One) <input checked="" type="checkbox"/> GROUND <input type="checkbox"/> 1-DAY <input type="checkbox"/> 2-DAY <input type="checkbox"/> NEXT DAY	

MERCHANT SIGNATURE AND DATE: